RESOLUTION NO. 10-92

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA EXERCISING ITS OPTION TO RENEW THE SUPPORT **MAINTENANCE SERVICES** AGREEMENT FOR THE CITY 800 MHz SIMULCAST **RADIO** SYSTEM COMMUNICATION WITH MOTOROLA, INC., A DELAWARE CORPORATION, FOR A TERM OF ONE YEAR, COMMENCING ON OCTOBER 1, 2010 AND ENDING ON SEPTEMBER 30, 2011, IN AN ANNUAL AMOUNT NOT TO EXCEED \$255,017.16, PAYABLE IN EQUAL MONTHLY INSTALLMENTS, AND FURTHER AUTHORIZING THE MAYOR AND THE CITY CLERK, ON BEHALF OF THE CITY, TO NEGOTIATE AND ENTER INTO A SUPPORT AND MAINTENANCE AGREEMENT WITH INC. **FORM** MOTOROLA, IN Α TO ACCEPTABLE THE CITY ATTORNEY.

WHEREAS, Motorola, Inc. installed an 800 MHz communications system for the City pursuant to a purchase agreement and software license agreement authorized by Hialeah, Fla., Resolution 97-121 (Oct. 7, 1997) as directed by the City Council pursuant to Hialeah, Fla., Resolution 97-13 (Feb. 14, 1997); and

WHEREAS, pursuant to Hialeah, Fla., Resolution 2001-52 (May 23, 2001), the City awarded a bid for the support and maintenance services to Motorola, Inc. and thereupon, entered into a one-year agreement dated June 28, 2001 with Motorola, Inc.; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 02-50 (June 18, 2002), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from June 1, 2002 through May 31, 2003; and

WHEREAS, on April 22, 2003, the City Council approved an extension of the agreement through September 30, 2003 in order that the annual agreement would coincide with the City's fiscal year; and

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- WHEREAS, pursuant to Hialeah, Fla., Resolution 03-106 (Sept. 24, 2003), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2003 through September 30, 2004; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 04-88 (Sept. 16, 2004), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2004 through September 30, 2005; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 05-114 (Sept. 28, 2005), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2005 through September 30, 2006; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 06-113 (Aug. 23, 2006), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2006 through September 30, 2007; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 07-120 (Sept. 30, 2007), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2007 through September 30, 2008; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 08-124 (Sept. 27, 2008), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2008 through September 30, 2009; and
- WHEREAS, pursuant to Hialeah, Fla., Resolution 09-143 (Sept. 24, 2009), the City renewed the support and maintenance agreement with Motorola, Inc. for one year from October 1, 2009 through September 30, 2010; and
- WHEREAS, it is in the best interest of the City to continue a maintenance contract to provide an uninterrupted, reliable emergency and non-emergency communications system, as modified to benefit the City.
- NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:
- Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.
- Section 2: The City of Hialeah, Florida hereby exercises its option to renew the support and maintenance services agreement for the City 800 MHz Simulcast Radio

RESOLUTION NO. 10-92 Page 3

Communication System with Motorola, Inc., a Delaware corporation, for a term of one year, commencing on October 1, 2010 and ending on September 30, 2011, in an annual amount not to exceed \$255,017.16, payable in equal monthly installments.

Section 3: The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, on behalf of the City, to negotiate and enter into a support and maintenance agreement with Motorola, Inc. in a form acceptable to the City Attorney.

PASSED AND ADOPTED this 14th day of September , 2010.

Carlos Hernandez
Council President

Approved on this day of Mayor Julio Robaina

Approved as to form and legal sufficiency:

William M. Grodnick City Attorney

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Resolution was adopted by a 6-0 vote with Councilmembers, Caragol, Casals-Muñoz, Cue, Garcia-Martinez, Hernandez and Yedra voting "Yes", Councilmember Gonzalez absent.



SERVICE AGREEMENT

Attn: National Service Support/4th fl 1301 East Algonquin Road Schaumburg, IL 60196 (800) 247-2346

Date: 08/02/2010

Contract Number: \$00001002126 Contract Modifier: RN15-JUN-10 14:06:24

Supercedes Agreement(s):

Company Name: Hialeah, City Of

Attn:

Billing Address: P O Box 110040

City, State, Zip: Hialeah, FL 33011

Customer Contact: Antonio Arce

Phone: (503)883-5821

Fax:

Required P.O.: No Customer #: 1035747792 Bill to Tag #: 0002

Contract Start Date: 10/01/2010

Contract End Date: 09/30/2011

Anniversary Day: Sep 30th
Payment Cycle: MONTHLY
Tax Exempt: Exempt From All Taxes

PO#:

CLIN	Qty	Model/Option	Description		Monthly Ext	Extended
	1		Total Services		\$ 21,251.43	\$ 255,017.16
SPECIAL INS	TRUCT	IONS - ATTACH STATEM	ENT OF WORK FOR	Subtotal - Recurring Services		
PERFORMANCE DESC	RIPTIONS			Subtotal - One-Time Event		
				Services		
				Total	\$21,251.43	\$255,017.16
TOTAL CONT	RACTI	NCLUDES: DISPA	TCHING	Taxes	-	-
INFRASTRUC	TURE F	REPAIR WITH ADV	/ANCED	Grand Total	\$ 21,251.43	\$ 255,017.16
		SITE INFRASTRUC ROWAVE AND FHA	CTURE RESPONSE AS SUPPORT	THIS SERVICE AMOUNT IS SUBJECT JURISDICTIONS WHERE APPLICABLE		
				Subcontractor(s)	City	State
				MOTOROLA SOUTH FLORIDA FSO	PLANTATION	FL
				MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL.
				MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	iL
				MOTOROLA SYSTEM SUPPORT	SCHAUMBUR	IL.

I received Statements of Work that describe the services provided on this Agreement. Motoroia's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

	Mayor		
AUTHORIZED CUSTOMER SIGNATURE	TITLÉ	DATE	
Julio Robaina			
CUSTOMER (PRINT NAME)			
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE	
Cindee Markes			
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX	
Attest:	Approve legal suf	d as to form and	
Rafael E. Granado City Clerk	William A City Atto	M. Grodnick mey	

1

10/1/2010

System Description **Qty Equipment Description** Quantar Repeaters Smartnet System with redundant controller 30 Quantar Portable Repeaters 3 Sites 2 Gold Elite Consoles (6 PD/ 6 FD) 10 Chi Ch 1 823.8250 12 1 Tadiran Microwave System Ch 2 823.3250 Astro/Spectra Mobile w/Dual Head Ch 3 823.3000 5 16 XTL5000 w/ Dual Head Ch 4 822.8500 Ch 5 822.5875 13 XTL5000 Consolettes (Fire Stations & ER's) 822.2000 19 XTL5000 Motorcycle Radios Ch 6 822,1625 30 CDM750 (Conventional UHF) Ch 7 Ch 8 821.7875 57 XTL2500 Mobiles 821.2500 177 XTS5000 portables Ch 9 Ch 10 821,1625 63 XTS2500 portables 21 XTS1500 portables 13 CDM1550LS mobiles XTL5000 UHF Consolettes (connected to CEB) 3 XTL5000 VHF Consolette (connected to CEB) 1 8 XTL5000 800mhz Consolette (connected to CEB) Quantar Repeater (800mhz Conventional) 1 1 Quantar Repeater (UHF Conventional) MOSCAD System (3 Sites/ 2 GMC Terminals) 1 3 Trak GPS Units

Fire House Alerting System
FD Dispatch - (1) Zetron Model 26 Encoder - Main
PD Dispatch - (1) Zetron Model 26 Encoder - Backup
(8) Fire Houses each with (1) Zetron Model 6 Decoder

5

MTC3600 Controllers

Location of equipment	XTL5000 Control Stations	MC3000 Remote
Water & Sewer Dept	2	4
Main Dispatch Center (backup)	7	7
Backup Dispatch Center (backup)	5	5
Building Maintenance Dept.	1	1
Fleet Maintenance Dept.	1	1
Miami Children's Hospital	1	1
Totals	17	19

Service Terms and Conditions

Motorola, Inc., ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION

- 2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.
- 2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.
- 2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

- 4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.
- 4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.
- 4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.
- 4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.
- 4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.
- 4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

- 5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- 5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is Interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT thirty (30)

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all proporty taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Meterola) by any governmental entity.

Customer is taxes.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of

this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

- 13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.
- 13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.
- 13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17 GENERAL TERMS

- 17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.
- 17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.
- 17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A FERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUS THE AGREEMENT NOT LESS

BY APPROVAL OF THE CITY COUNCIL BY RESOLUTION.

THAN THIRTY (30) DAYS OF THAT ANNIVERSARY BATE. At the anniversory date, Motorola may adjust the price of the -Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



On Site Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.



- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.



Severity Definitions Table

Severity Level	Problem Types
Severity I	 Response is provided Continuously Major System failure 33% of System down 33% of Site channels down Site Environment alarms (smoke, access, temp, AC power. This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	 Response during Standard Business Day Significant System Impairment not to exceed 33% of system down System problems presently being monitored This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	Response during Standard Business Day Intermittent system issues Information questions Upgrades/Preventative maintenance This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Premier Response Time	Regular Response Time
Severity I	Within 2 hours from receipt of Notification	Within 4 hours from receipt of Notification
	Continuously 24 x 7	Standard Business Day
Severity 2	Within 4 hours from receipt of Notification	Within 4 hours from receipt of Notification
	Standard Business Day	Standard Business Day
Severity 3	Within 24 hours from receipt of	Within 24 hours from receipt of
•	Notification	Notification
	Standard Business Day	Standard Business Day



Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the infrastructure to determine the nature of the problem.
 - 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.



- 2.7.5. Perform a System Test on select Infrastructure.
- 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
- 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
- 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
- 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



- 4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:
 - All Infrastructure over seven (7) years from product cancellation date.

 - Physically damaged Infrastructure.
 Third party Equipment not shipped by Motorola.
 - Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
 - 2. 3. 4. 5. Test equipment.
 - Racks, furniture and cabinets.
 - 6. 7. Firmware and/or Software upgrades.



SmartNet System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines
Base Station(s) and Repeater(s)	Includes Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac 1.35SUM7000-T Repeaters ONLY. Network Management (Please refer to the SOW for details) is not available on all stations.
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub. Excludes Nice Logging Recorders
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratac, Digitac, and Astrotac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes keyboards mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR life, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Controller - trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision, Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System. Excludes MFS -Rubidium Standard Network Time and Frequency devices
Universal Simuleast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



Radio Repair

1.0 Description

Radio Repair provides component level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC) or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Radio Repair includes service on standard mobile palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture. Additional mobile control heads are covered only with purchase of the applicable service option.

Radio Repair excludes repairs to: optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Optional accessories are serviced individually and are not part of the Radio Repair. Engraving service is not covered under standard Radio Repair. New Equipment purchases will only be added upon Customer request.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4 Pay the outbound freight charges for next day shipping. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
- 2.6 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.7 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On



- 3.4 Initiate service request via Motorola On Line or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition. Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.



SP-Local Infrastructure Repair with On Site Response for FHAS

1.0 Description of Services

Local Infrastructure Repair with On Site Response is a repair service provided by the Servicer for the Fire House Alerting System Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on FHAS Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that FHAS Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



SP-Microwave Service Repair

1.0 Description of Services

Microwave Service Repair is a repair service provided by the Servicer for the Microwave equipment named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Microwave Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
- 3.3. Provide spare board inventory to be used to bring system back on line while defective unit is being repaired.

CITY OF HIALEAH MOTOROLA SERVICE AGREEMENT COST ALLOCATION PER DEPARTMENT. FISCAL YEAR 2010-2011

		Number of	4	Total	
Department Name	Account Namber	Per Dept		Svc Agreement	
Police		756	44.16%	\$112,612.72	
Fire		358	20.91%	\$53,327.19	
Solid Waste		147	8.59%	\$21,896.92	
Water & Sewers - Voice		94	5.49%	\$14,002.11	
Water & Sewers - MOSCAD		88	5.14%	\$13,108.36	
Rec. & Comm. Svcs.		76	4.44%	\$11,320.86	
Streets		56	3.27%	\$8,341.68	
Construction & Maint.		36	2.10%	\$5,362.51	
Fleet Maintenance		25	1.46%	\$3,723.97	
Planning & Development		27	1.58%	\$4,021.88	
Affordable Housing		œ	0.47%	\$1,191.67	
Code Compliance		4	0.23%	\$595.83	
License		თ	0.53%	\$1,340.63	
Information Systems		7	0.41%	\$1,042.71	
Telecommunications		4	0.23%	\$595.83	
Transit		4	0.23%	\$595.83	
C.D.B.G.		က	0.18%	\$446.88	
Risk		ო	0.18%	\$446.88	
Library		7	0.12%	\$297.92	
Office of the Mayor		7	0.12%	\$297.92	
City Clerk (print shop)		τ-	0.06%	\$148.96	
Finance		-	0.06%	\$148.96	
Human Resources		-	0.06%	\$148.96	
Comminications and Special Events		0	0.00%	\$0.00	
Education & Community Sycs		0	0.00%	\$0.00	
Law		0	0.00%	\$0.00	
Refirement		0	0.00%	\$0.00	
Total		1712	100.00%	\$255,017.16	